

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

| | |
|---|------------------------------|
| Matthew J. Kloiber aka Matt Kloiber Mary Ann V. Kloiber aka Mimi Kloiber <u>Debtor(s)</u> | CHAPTER 13 |
| PNC BANK, NATIONAL ASSOCIATION <u>Movant</u> | NO. 17-15171 PMM |
| vs. | |
| Matthew J. Kloiber aka Matt Kloiber Mary Ann V. Kloiber aka Mimi Kloiber <u>Debtor(s)</u> | <u>11 U.S.C. Section 362</u> |
| Scott F. Waterman <u>Trustee</u> | |

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$1,041.01**, which breaks down as follows;

Post-Petition Payments:

| | |
|------------|-------------|
| 9/18/2020 | at \$151.17 |
| 10/18/2020 | at \$151.16 |
| 11/18/2020 | at \$148.25 |
| 12/18/2020 | at \$148.24 |
| 1/18/2021 | at \$151.16 |
| 2/18/2021 | at \$151.34 |
| 3/18/2021 | at \$145.55 |

Suspense Balance: (\$5.86)

Total Post-Petition Arrears \$1,041.01

2. The Debtor(s) shall cure said arrearages in the following manner:

a) Within seven (7) days of the filing of this Stipulation, Debtor(s) shall tender

a down payment of **\$1,041.01** to:

PNC Bank, N.A.
P.O. Box 94982
Cleveland, OH 44101

b) Beginning with the payment due on April 18, 2021, maintenance of current monthly mortgage payments to the Movant thereafter to:

PNC Bank, N.A.
P.O. Box 94982
Cleveland, OH 44101

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. If the case is converted to Chapter 7 and Debtor(s) are delinquent on payments to Movant, the Movant may file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

6. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

7. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not associated with this Motion for Relief, including fees and costs, due under the terms of the mortgage and applicable law.

8. The parties agree that a facsimile signature shall be considered an original signature.

Date: April 1, 2021

/s/Rebecca A. Solarz, Esq.
Rebecca A. Solarz, Esq.
Attorney for Movant

Date: 4/6/2021



JOHN R.K. SOLTRESQUIRE
Attorney for Debtor(s)

Approved by the Court this 15th day of April, 2021. However, the court retains discretion regarding entry of any further order.



Bankruptcy Judge
Patricia M. Mayer Judge

Date: 4/9/2021


Scott F. Waterman, Esquire
Chapter 13 Trustee